

AN ORDINANCE 2014 - 01 - 30 - 0046

AUTHORIZING THE NEGOTIATION OF AN INTERLOCAL AGREEMENT (ILA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR THE CITY TO VOLUNTARILY ASSUME THE MAINTENANCE RESPONSIBILITY FOR 21.8 CENTERLINE ROADBED MILES OF NINE (9) NON-CONTROLLED ACCESS STATE HIGHWAYS IN CITY LIMITS IN EXCHANGE FOR USE OF ADDITIONAL TRANSGUIDE OFFICE SPACE, TRANSFER OF REAL ESTATE, AND ADDITIONAL FUNDING CONSIDERATIONS, AND AUTHORIZING EXECUTION OF THE ILA AND ASSOCIATED LEGAL DOCUMENTS.

* * * * *

WHEREAS, Texas Department of Transportation (TxDOT), Bexar County and the Alamo Regional Mobility Authority (RMA) are proposing to fund an \$825 Million Regional Mobility Plan including projects that will add capacity along U.S. 281, IH-10 and Loop 1604; and

WHEREAS, as part of the Regional Mobility Plan TxDOT requested the City to take-back and assume maintenance of 129 centerline roadbed miles of State Highways inside City limits; and

WHEREAS, TxDOT has revised its request by stating that take-backs and assumptions of maintenance would be done on a voluntary basis in coordination with municipalities; and

WHEREAS, City has analyzed the impact of City's assumption of maintenance of 129 centerline roadbed miles to determine the current condition of State Highways, required maintenance and transportation functionality, as well as, identifying potential redevelopment opportunities along those State Highways; and

WHEREAS, initial studies will provide insight as to opportunities to accommodate the projected additional one million residents in Bexar County by 2040 and will identify areas of growth and development or redevelopment potential and once complete, will enable the City to better plan, prepare, and invest in areas projected for growth through direct development control of the street standards, which in turn could help incentivize private development; and

WHEREAS, on January 3, 2014 the City wrote the Texas Highway Commission and proposed to voluntarily accept 21.8 centerline roadbed miles of State Highways in City limits, in exchange for TxDOT's provision at no cost to City of 4,500 square feet of additional TransGuide Office Space, transfer at no cost of real estate necessary for the Henry B. Gonzales Convention Center Expansion, additional funding of \$250,000 for the Lackland AFB SW Military Corridor Enhancement Project and \$150,000 for the Wurzbach Parkway Traffic Study, completion of the street reconstruction of the Broadway Corridor, and completion of necessary one-time maintenance prior to City's take-back of 21.8 Centerline roadbed miles; and

WHEREAS, the City and TxDOT executed a 1974 Municipal Maintenance Agreement (MMA) for TxDOT to maintain the roadbeds of non-controlled access state highways within our jurisdiction and transferring responsibility for maintenance of these roadbeds would require action by the Texas Transportation Commission to either remove the agreed roads from the state network or amend the MMA for those roadways; and

WHEREAS, City will agree to voluntarily take-back and assume maintenance of 21.8 centerline roadbed miles of non-controlled State Highways inside City limits in exchange for use at no cost of 4500 square feet of additional TransGuide office space, transfer at no cost of real estate and additional funding considerations; and

WHEREAS, TxDOT and City desire to establish amend the rights and obligations of TxDOT and City with regard to the maintenance of 21.8 centerline roadbed miles of nine (9) non-controlled access State Highways inside City limits; and

WHEREAS, the ILA and First Amendment to the 1974 Municipal Maintenance Agreement will establish and promote the collaborative management for the City's voluntary take-back and maintenance of 21.8 centerline roadbed miles of non-controlled access State Highways inside City limits and in exchange provide for use at no cost of 4500 square feet of additional TransGuide office space, transfer at no cost of real estate, and additional funding considerations; and

WHEREAS, TxDOT and City will come to an agreement that results in the equitable distribution of costs between TxDOT and City; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is authorized to negotiate an Interlocal Agreement and First Amendment to the 1974 Municipal Maintenance Agreement regarding the City's turn-back Proposal for City to voluntarily assume maintenance responsibility for 21.8 centerline roadbed miles of nine (9) non-controlled access State Highways in City limits is hereby authorized.

SECTION 2. The City Manager or her designee is authorized to execute an Interlocal Agreement and the First Amendment to the 1974 Municipal Maintenance Agreement that are substantially the same as **ATTACHMENT A**.

SECTION 3. If An Interlocal Agreement cannot be negotiated that is substantially the same as **ATTACHMENT A** within 120 days of signing of this Ordinance, then the City Manager must return to Council for approval of the negotiated **ATTACHMENT A** through subsequent Ordinance.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED AND APPROVED this 30th day of January, 2014.



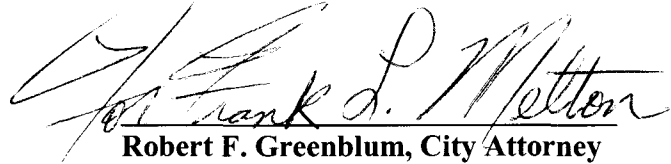
M A Y O R

JULIÁN CASTRO

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Robert F. Greenblum, City Attorney

Agenda Item:	5						
Date:	01/30/2014						
Time:	11:47:47 AM						
Vote Type:	Motion to Approve						
Description:	An ordinance in connection with the TxDOT Turnback Proposal approving the negotiated Inter-Local Agreement between the City of San Antonio and TxDOT wherein the City would assume the maintenance responsibility of nine State highways totaling 21.8 centerline miles in the City's limits in exchange for agreed upon considerations and authorizing City staff to finalize and execute the Inter-Local Agreement and associated legal documents consistent with the negotiated terms specified within the Inter-Local Agreement. [Peter Zaroni, Deputy City Manager; Mike Frisbie, Director, Transportation and Capital Improvements]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				x
Joe Krier	District 9		x				
Michael Gallagher	District 10				x		

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR THE TxDOT STATE HIGHWAY TURNBACK PROPOSAL
	§	
COUNTY OF BEXAR	§	

THIS INTERLOCAL AMENDMENT FOR THE TxDOT STATE HIGHWAY TURNBACK PROPOSAL (hereinafter referred to as "Agreement") is effective as of the ____ day of _____, 2014 ("hereinafter referred to as the Effective Date"), by and between the CITY OF SAN ANTONIO, TEXAS) hereinafter referred to as City"), a Texas Home Rule Municipality and Texas Department of Transportation (hereinafter referred to as "TxDOT") a State Agency. This Agreement is entered into by the City and TxDOT pursuant to the authority granted by the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Transportation Code, Section 221.002. This Agreement is intended to further the purpose of the Interlocal Cooperation Act and Transportation Code to cooperate and agree on maintenance responsibility for State Highways inside City limits.

WITNESSETH

WHEREAS, Texas Department of Transportation (TxDOT), Bexar County and the Alamo Regional Mobility Authority (RMA) are proposing to fund an \$825 Million Regional Mobility Plan including projects that will add capacity along U.S. 281, IH-10 and Loop 1604; and

WHEREAS, as part of the Regional Mobility Plan TxDOT requested the City to take-back and assume maintenance of 129 centerline roadbed miles of non-controlled access State Highways inside City limits; and

WHEREAS, TxDOT has revised its request by stating that take-backs and assumptions of maintenance would be done on a voluntary basis in coordination with municipalities; and

WHEREAS, City has analyzed the impact of City's assumption of maintenance of 129 centerline roadbed miles to determine the current condition of State Highways, required maintenance and transportation functionality, as well as, indentifying potential redevelopment opportunities along those State Highways; and

WHEREAS, initial studies will provide insight as to opportunities to accommodate the projected additional one million residents in Bexar County by 2040 and will identify areas of growth and development or redevelopment potential and once complete, will enable the City to better plan, prepare, and invest in areas projected for growth through direct development control of the street standards, which in turn could help incentivize private development; and

WHEREAS, on January 3, 2014 the City wrote the Texas Highway Commission and proposed to voluntarily accept 21.8 centerline roadbed miles of State Highways in City limits, in exchange for TxDOT's provision at no cost to City of 4,500 square feet of additional TransGuide Office Space, transfer at no cost of real estate necessary for the Henry B. Gonzales Convention Center Expansion, additional funding of \$250,000 for the Lackland AFB SW Military Corridor Enhancement Project and \$150,000 for the Wurzbach Parkway Traffic Study, completion of the street reconstruction of the Broadway Corridor, and completion of necessary one-time maintenance prior to City's take-back of 21.8 Centerline roadbed miles; and

WHEREAS, TxDOT has indicated a willingness to contribute funding to a Regional Mobility Plan including projects that increased capacity to U.S. 281, IH-10 and Loop 1604 if the City agrees to takeback maintenance of the entire 129 centerline roadbeds miles of noncontrolled access State Highway inside City limits; and

WHEREAS, City will agree to voluntarily takeback and assume maintenance of 21.8 centerline roadbed miles of non-controlled access State Highway for nine (9) State Highways in the City limits; and

WHEREAS, TxDOT agrees to give City, at no cost, use of 4,500 square feet of additional office space for twenty years at TransGuide, transfer at no cost to City real estate necessary for the Henry B. Gonzales Convention Center Expansion, provide funding of \$250,000 for the Lackland AFB SW Military Corridor Enhancement Project, provide funding of \$150,000 for the Wurzbach Parkway traffic study, to complete the street reconstruction of the Broadway Corridor, complete necessary one-time maintenance prior to City's takeback and assumption of the State's maintenance responsibility of 21.8 centerline roadbed miles of non-controlled State Highway, and the necessary maintenance of the State Highways the City agrees to takeback and assume centerline roadbed maintenance; and

WHEREAS, the City and TxDOT executed a 1974 Municipal Maintenance Agreement (MMA) for TxDOT to maintain the roadbeds of non-controlled access state highways within our jurisdiction and transferring responsibility for maintenance of these roadbeds would require action by the Texas Transportation Commission to either remove the agreed roads from the state network or amend the MMA for those roadways; and

WHEREAS, this INTERLOCAL AGREEMENT will establish and promote the collaborative management for maintenance of State Highways in the City limits, and

WHEREAS, TxDOT and City desire to establish amend the rights and obligations of TxDOT and City with regard to the voluntarily maintenance of 21.8 centerline roadbed miles of nine (9) non-controlled access State Highways in City limits; and

WHEREAS, TxDOT and City have come to an agreement that results in the equitable distribution of costs between TxDOT and City:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions for City to agree to voluntarily takeback and assume maintenance of 21.8 centerline roadbed miles of State Highways inside City limits.

ARTICLE II

FUNDING

2.01 TxDOT funding will be established for the following projects in the agreed amounts.

2.02 It is expressly understood and agreed by City and TxDOT that the City's obligation to voluntarily takeback and assume maintenance of 21.8 centerline roadbed miles of State Highways inside City limits is contingent upon TxDOT:

- a. Providing City, at no cost, use of 4,500 square feet of additional office space for twenty (20) years at TransGuide;
- b. Transferring at no cost to City real estate necessary for the Henry B. Gonzales Convention Center Expansion;
- c. Providing City funding of \$250,000 for the Lackland AFB SW Military Corridor Enhancement Project;
- d. Providing City funding of \$150,000 for the Wurzbach Parkway traffic study;
- e. Completing the street reconstruction of the Broadway Corridor;
- f. Completing the necessary one-time maintenance to 21.8 centerline roadbed miles of non-controlled access State Highways prior to City's takeback and assumption of TxDOT maintenance responsibility; and

ARTICLE III

OBLIGATIONS OF CITY

3.01 Pursuant to this Agreement, City shall perform and provide the following:

- a. City shall voluntarily assume and takeback the TxDOT maintenance responsibility for maintenance of 21.8 centerline roadbed miles of non-controlled access highways as described in the FIRST AMENDMENT to the 1974 MUNICIPAL MAINTENANCE AGREEMENT (ATTACHMENT A).

ARTICLE IV

OBLIGATIONS OF TxDOT

4.01 Pursuant to this Agreement, TxDOT shall as consideration for the City's assumption of TxDOT maintenance responsibility for 21.8 centerline roadbed miles of non-controlled access highways, provide City office space, real estate, and funding as stated below and specifically described in ATTACHMENT B:

- a. TxDOT will provide at no cost to City 4500 sq. ft. of TransGuide office space for twenty years.
- b. TxDOT will transfer at no cost to City the property necessary for the Henry B. Gonzalez Center Expansion.
- c. TxDOT will provide funding in the amount of \$250,000 to City towards the Lackland Air Force Base Military Corridor Enhancement Project.
- d. TxDOT will provide funding in the amount of \$150,000 to City towards the Wurzbach parkway traffic study.
- e. TxDOT will complete at TxDOT expense, the street reconstruction for the Broadway Corridor.
- f. TxDOT will provide required maintenance as shown in **ATTACHMENT B** and complete the necessary one-time maintenance prior to City's takeback and assumption of the State's maintenance as shown in **ATTACHMENT C** responsibility for 21.8 centerline roadbed miles of non-controlled access highway.

ARTICLE V
DESIGNATION OF REPRESENTATIVES

5.01 City hereby appoints the City of San Antonio Transportation Capital Improvements Director, or his designee, (hereinafter referred to as "Director") as its designated representative under this Agreement. The Director shall be the City's primary point of contact.

5.02 TxDOT hereby appoints the District Engineer or his/her designee, (hereinafter referred to as "District Engineer") as its designated representative under this Agreement. TxDOT's District Engineer shall be the primary point of contact for TxDOT.

ARTICLE VI
DEFAULT

6.01 In the event of a material breach of this Agreement, the non-breaching party shall give the breaching party written notice of such breach which shall detail the nature of the breach. The party receiving the notice of breach shall be given thirty (30) days to cure the breach. If the breach is not corrected to the reasonable satisfaction of the non-breaching party by the end of the thirty (30) day period, the non-breaching party may give written notice of termination of this Agreement to the breaching party and seek to recover damages not to exceed the amount obligated by the non-breaching party for this Agreement.

ARTICLE VII
TERMINATION FOR CONVENIENCE

7.01 Whenever City or TxDOT, in its sole discretion, deems it to be in its best interest, it may terminate this Agreement for convenience. Such termination shall be effective thirty (30) days after written notice of termination for convenience is delivered. The Parties shall have no additional liability to one another for termination under this Article VII.

ARTICLE VIII
PRIOR AGREEMENTS SUPERSEDED

8.01 This Agreement, including the exhibits, constitute the entire Agreement of the Parties regarding the subject matter of this Agreement and supersede all previous agreements and understandings, whether written or oral, relating to such subject matter.

ARTICLE IX
ASSIGNMENT OR TRANSFER OF INTEREST

9.01 Neither Party may assign its rights, privileges and obligations under this Agreement, in whole or in part, without the prior written consent of the other party. Any attempt to assign without such approval shall be void.

ARTICLE X
LEGAL CONSTRUCTION

10.01 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XI
TEXAS LAW TO APPLY

11.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE XII
AMENDMENT

12.01 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and be duly executed by the Parties hereto.

ARTICLE XIII
NOTICES

13.01 All notices required to be given under this Agreement shall be in writing and either shall be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith, unless a provision of this Agreement designates another party and provides a different address. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to TxDOT: Mario Jorge, PE
 District Engineer
 Texas Dept of Transportation
 4615 NW Loop 410 San Antonio, TX 78229

If to City: Mike Frisbie
 Transportation and Capital Improvements
 City of San Antonio
 P.O. Box 839966
 San Antonio, Texas 78283-3966

ARTICLE XIV
FORCE MAJEURE

14.01 Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents or employees which result from acts beyond that entity's reasonable control, including acts of God, strikes or other labor disturbances or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Article XIV, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

ARTICLE XV
MULTIPLE COUNTERPARTS

15.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original

instrument and all such separate identical counterparts shall constitute but one and the same instrument.

ARTICLE XVI
ASSIGNMENT

16.01 Neither Party shall assign or transfer its interest in this Agreement or any portion thereof without the written consent of the other Party. Any attempt to transfer, pledge or otherwise assign shall be void and shall confer no rights upon any third person or party.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS _____ DAY OF _____, 20____.

ATTEST:

THE STATE OF TEXAS

CITY OF _____

By: _____

(Title of Signing Official)

(Date)

APPROVED AS TO FORM:

City Attorney

Executed for the Executive Director and approved for the Texas Transportation Commission under the Authority of Minute Order 1000002 and Stand Alone Manual Notice 96-6, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs by the Texas Transportation Commission.

APPROVED:

BY: _____

District Engineer

District

Date: _____

ATTACHMENT A

STATE OF TEXAS	§	FIRST AMENDMENT
	§	TO 1974
COUNTY OF BEXAR	§	MUNICIPAL MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT to the MUNICIPAL MAINTENANCE AGREEMENT for the maintenance of uncontrolled access roadbed for State Highway Routes within the City of San Antonio (hereinafter, "FIRST AMENDMENT") is effective as of the ____ day of _____, 2014 ("Effective Date") by and between the Texas Department of Transportation (hereinafter, "TxDOT") and the City of San Antonio, Bexar County, Texas (hereinafter, "City") both acting by and through its duly authorized officers.

WITNESSETH

WHEREAS, as part of the Regional Mobility Plan TxDOT requested the City to take-back and assume maintenance of 129 centerline roadbed miles of State Highways inside City limits; and

WHEREAS, TxDOT has revised its request by stating that take-backs and assumptions of maintenance would be done on a voluntary basis in coordination with municipalities; and

WHEREAS, City has analyzed the impact of City's assumption of maintenance of 129 centerline roadbed miles to determine the current condition of State Highways, required maintenance and transportation functionality, as well as, indentifying potential redevelopment opportunities along those State Highways; and

WHEREAS, the San Antonio – Bexar County Metropolitan Planning Organization estimates that the region will grow by over one million people in the next 25 years; and

WHEREAS, City will agree to takeback and assume maintenance of 21.8 centerline roadbed

WHEREAS, this FIRST AMENDMENT will establish and promote the collaborative management for maintenance of State Highways in the City limits, and

WHEREAS, TxDOT and City desire to establish amend the rights and obligations of TxDOT and City with regard to the maintenance of 21.8 centerline roadbed miles of nine (9) State Highways in City limits; and

WHEREAS, TxDOT and City have come to an agreement that results in the equitable distribution of costs between TxDOT and City:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the undersigned agree to the terms and conditions set out below:

THE 1974 MUNICIPAL MAINTENANCE AGREEMENT is hereby amended as follows:

- A. The following Provision 5 is added to NON-CONTROLLED ACCESS HIGHWAYS, City's Responsibilities:

“5. The City assumes the State’s maintenance responsibility for maintenance of 21.8 centerline roadbed miles of NON-CONTROLLED ACCESS HIGHWAYS as specifically described in **EXHIBIT A-1** for pavement, base and its support and maintain the shoulders of those sections where there is no curb and gutter.

The City assumes the State’s maintenance responsibility of 21.8 centerline roadbed miles of NON-CONTROLLED ACCESS HIGHWAYS as specifically described in **EXHIBIT A-1** to install and maintain normal highway markings necessary for directing highway traffic in a safe and efficient manner, which shall include normal route markers, directional and destination signs, speed limit signs, stop or yield signs that control the flow of traffic on State Highway routes, city limit signs, warning signs, centerline, lane line and no-passing barrier line stripes, painted or button medians or

islands, edge lines, and such other pavement markings considered necessary for direction or traffic.”

B. All other provision of the AGREEMENT remain in full effect and are not changed.

IN WITNESS WHEREOF, the State and City have thereunto affixed their signatures, the City of San Antonio, Bexar County, Texas on the ____ day of _____, 2014, and the Texas Department of Transportation, on the ____ day of _____, 2014.

ATTEST:

THE STATE OF TEXAS

CITY OF _____

By: _____

(Title of Signing Official)

(Date)

APPROVED AS TO FORM:

City Attorney

Executed for the Executive Director and approved for the Texas Transportation Commission under the Authority of Minute Order 1000002 and Stand Alone Manual Notice 96-6, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs by the Texas Transportation Commission.

APPROVED:

BY: _____
District Engineer

District

Date: _____

EXHIBIT A-1

State Roadway		Turnback Year	Limits	CLM
SL0368	Broadway	2014	IH35 to Alamo Heights	2.0
FM471	Culebra	2014	Leon Valley to Loop 1604	5.0
FM3487	Culebra	2014	Loop 410 to FM 0471	3.3
FM1517	Eckert	2014	Huebner to Bandera	1.9
SL0345	Fredericksburg Road	2014	IH10 to Balcones Heights	3.5
SS0066	Lone Star Pass	2014	Hwy16 to Toyota	1.4
SS0537	San Pedro	2014	Loop 410 to US 281	1.5
SS0053	UTSA	2016	IH10 to UTSA	1.6
FM1560	Hausman	2017	Loop 1604 to Helotes	1.6
Total				21.8

ATTACHMENT B

State Roadway		Turnback Year	Limits	CLM
SL0368	Broadway	2014	IH35 to Alamo Heights	2.0
FM471	Culebra	2014	Leon Valley to Loop 1604	5.0
FM3487	Culebra	2014	Loop 410 to FM 0471	3.3
FM1517	Eckert	2014	Huebner to Bandera	1.9
SL0345	Fredericksburg Rd	2014	IH10 to Balcones Heights	3.5
SS0066	Lone Star Pass	2014	Hwy 16 to Toyota	1.4
SS0537	San Pedro	2014	Loop 410 to US 281	1.5
SS0053	UTSA	2016	IH10 to UTSA	1.6
FM1560	Hausman	2017	Loop 1604 to Helotes	1.6
Totals				21.8

ATTACHMENT C

TxDOT Turnback Proposal

Council Agenda Item #5

Mike Frisbie, PE

Director of Transportation & Capital Improvements

January 30, 2014

Summary

- Ordinance approving Inter-local Agreement (ILA) Between City and Texas Department of Transportation (TxDOT):



- City to assume maintenance of nine (9) State roadways totaling 21.8 centerline miles (CLM)
- In exchange for agreed upon considerations at no cost to City
- Authorizing staff to finalize and execute agreement with TxDOT

Background

- Statewide, TxDOT proposed transfer of all state-owned, functionally local roadways, to municipalities for maintenance
 - 22 roadways, totaling 129 centerline miles in San Antonio
- Proposal generated significant opposition and was revised to be voluntary and include a one-time financial incentive
- TxDOT maintains state roads within San Antonio per a 1974 Municipal Maintenance Agreement (MMA)



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Background

- Multi-department analysis considered condition, required maintenance, functionality & re-development potential
- TxDOT requested City participate in turnback as a condition of TxDOT's funding contribution to \$825M Five-Year Regional Mobility Plan
- January 2014, City's letter of intent to Texas Transportation Commission (TTC) Chair Ted Houghton with proposal and conditions

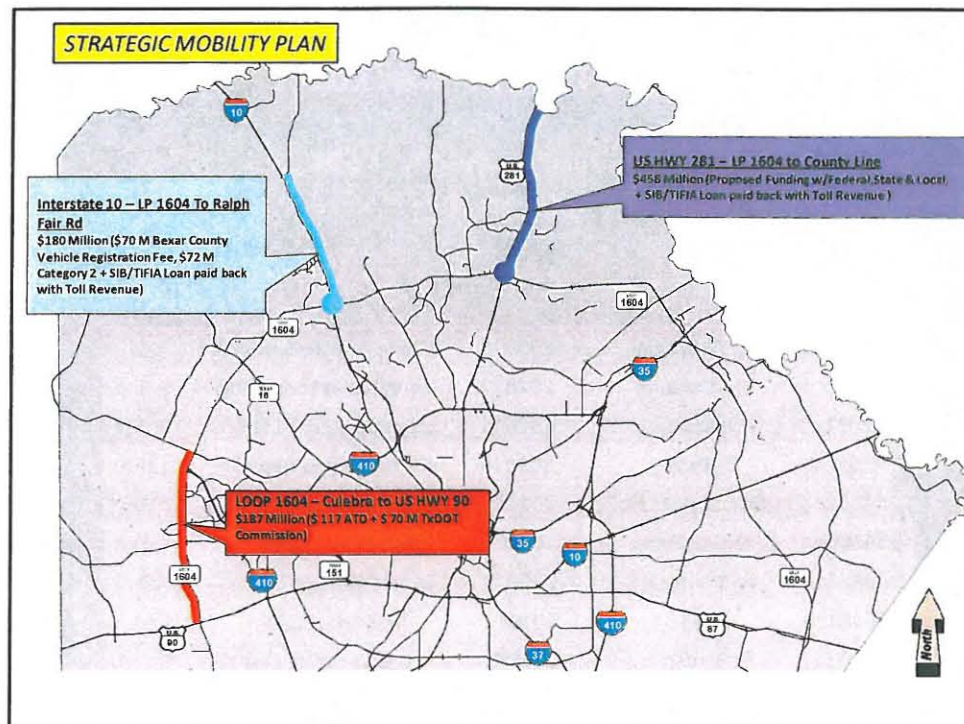
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Five-Year Regional Plan



- \$825 M Regional Mobility Plan funded by TxDOT, Bexar County & Alamo Regional Mobility Authority (RMA)
- Adds capacity on U.S. 281, IH-10 and Loop 1604
- Utilizes funds from a variety of sources
- Implementation in next 2-5 years

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Considerations



- Growth projections by SA-Bexar County MPO show a 1 million population increase in next 25 years
- Projects that reduce congestion on State highways result in reduced congestion and improved safety along City streets
- Texas Municipal League advocating for a new local option revenue source in 2015 Legislative Session to assist cities with street maintenance

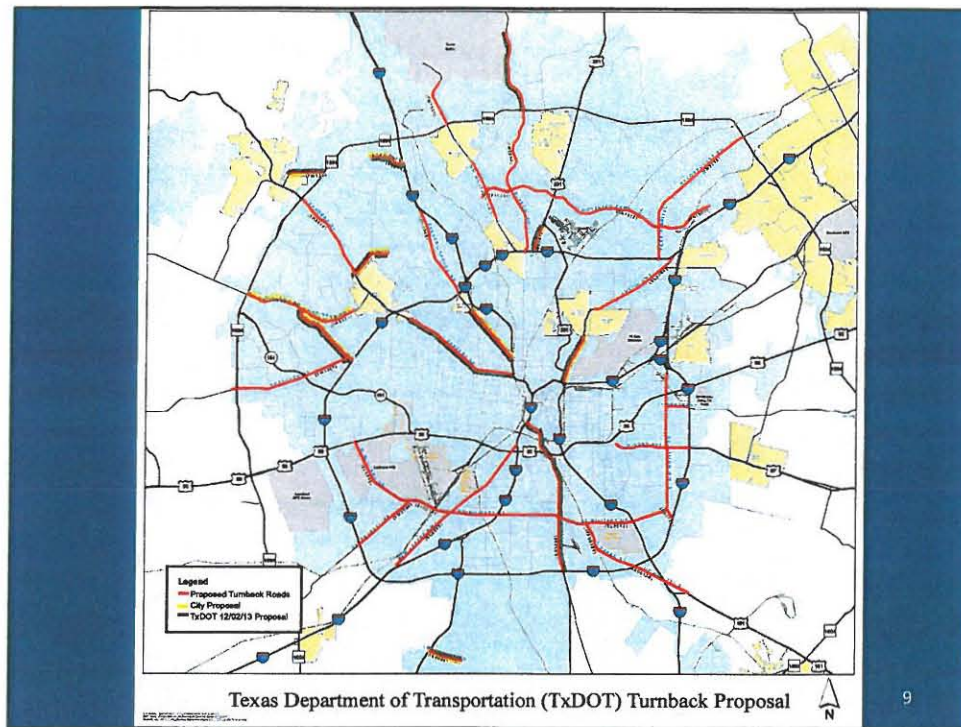
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Recommendation

- Take back maintenance of nine (9) State Roads totaling 21.8 CLM in 2014 – 2017

State Roadway		Turnback Year	Limits	CLM
SL0368	Broadway	2014	IH35 to Alamo Heights	2.0
FM471	Culebra	2014	Leon Valley to Loop 1604	5.0
FM3487	Culebra	2014	Loop 410 to FM 0471	3.3
FM1517	Eckert	2014	Huebner to Bandera	1.9
SL0345	Fredericksburg Rd	2014	IH10 to Balcones Hghts	3.5
SS0066	Lone Star Pass	2014	Hwy 16 to Toyota	1.4
SS0537	San Pedro	2014	Loop 410 to US 281	1.5
SS0053	UTSA	2016	IH10 to UTSA	1.6
FM1560	Hausman	2017	Loop 1604 to Helotes	1.6

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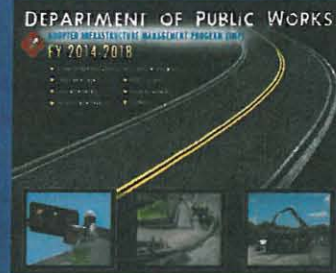
Recommendation

- As part of the turnback, TxDOT to provide the following at no cost to City:
 - 4,500 square feet additional office space at TransGuide
 - Property for Henry B. Gonzalez Convention Center expansion
 - \$250K Lackland AFB SW Military Corridor Enhancement Project
 - \$150K Wurzbach Parkway traffic study
 - Complete street reconstruction for Broadway corridor
 - Necessary one-time maintenance
- Expectation that TxDOT provide additional funding for the region



Fiscal Impact

- Current estimates reflect 2.5M annually in maintenance costs over next 20 years
- Maintenance costs are not included in the current budget to be evaluated as part of IMP in future annual budgets
- Staff anticipates actual maintenance to be minimal for the initial five years, since TxDOT is to provide maintenance prior to turnback



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Benefits

- Benefits of participating in turnback and regional plan outweigh costs incurred by assuming maintenance of the proposed 9 state roadways:
 - Transportation efficiency and safety
 - Control of land-use access management and multi-modal traffic safety and efficiency
 - No additional time, expense for TxDOT and Federal Highway Administration permitting processes



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Next Steps

- City Council approval
- Action by Texas Transportation Commission to remove roadways from state system
- Execution of ILA to include an amendment to 1974 MMA



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TxDOT Turnback Proposal

Council Agenda Item #5

Mike Frisbie, PE

Director of Transportation & Capital Improvements

January 30, 2014